

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNTG NO.	39 S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITILE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
				42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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 - D.6.9 RELEASE
- D.7 PROPERTY
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- E.1 INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS
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SECTION B

The intent of this solicitation is to obtain the services of water handling equipment to include wildland fire-fighting engines (Type 3 through 6), support water tenders (Types 1 through 3), and tactical water tenders (Types 1 and 2) as defined in this solicitation, for local, Regional, and Nationwide fire suppression, all hazard activities, and severity.

The Blanket Purchase Agreement resulting from this Request for Quote (RFQ) may be used by multiple State and Federal agencies.

Exhibit H contains requirements specific to the various State and Federal Agencies.

PRICING AND ESTIMATED QUANTITY

This solicitation will result in multiple agreements. The dollar limitation for any individual order is \$100,000.00. Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

Proposed rates shall include, but are not limited to, labor (as required), equipment, operating

coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/ operators/crews meet(s) the specified standards. As required by the agreement, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, power generation, and a

included. If the resources are provided fully-operated, Contractors shall be prepared to operate up to 16 hours per day (or as otherwise specified). The Finance Unit will work in tandem with Fire Operations to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resource.

BASIS OF AWARD

The Government intends to award **X number** of Agreements, however, awards will only be made to those quoters offering a reasonable price and resources that are technically acceptable.

Proposed pricing will be evaluated for reasonableness. Reasonable price, technically acceptable is the basis for the best value determination. **See Section E.2**

Method of Award – Cascading Set-Aside Procedure: *(User Note: CO's shall also review this acquisition for offering under the 8(a) program (Ref. FAR 19.800(e)) and document as part of the market research to determine set-aside. If offered to 8(a), modify the following provision and solicitation clauses accordingly.)*

1. Multiple awards of Blanket Purchase Agreements (BPA) resulting from this solicitation will be made using the following cascading set-aside order of preference: *(CO to tailor based on results of market research).*
 - a. In accordance with FAR Subpart 19.13, awards will be made on a competitive basis first to responsible, eligible HUBZone small business concerns and/or Service Disabled Veteran Owned Small Business (SDVOSB) concerns. *(Refer to Section C, Clause C.1, 52.219-3, Notice of Total HUBZone Set-Aside and 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside. These clauses are applicable only to this tier of the solicitation, not the solicitation in its entirety.)*
 - b. If there are insufficient HUBZone and SDVOSB concerns to meet the anticipated need, additional awards will be made in accordance with FAR Subpart 19.5, to responsible small business concerns.
2. Orders issued against awarded BPAs will be made using the following order of preference: *(CO to tailor based on results of market research).*
 - a. Any order issued under the awarded BPAs will be made first to a HUBZone small business concern and/or SDVOSB concern. Priority ranking for dispatch among HUBZone concerns and/or SDVOSB concerns will be determined using the method described in D.6.2.
 - b. If there are no HUBZone or SDVOSB concerns available, orders will be issued to small business concerns. Priority ranking for dispatch among small business concerns will be determined using the method described in D.6.2.

A single resource may be awarded under multiple resource categories and/or typing. However, nationally only one award will be made for a resource within each category and/or type. The Contractor may choose to respond to solicitations from multiple geographic areas; but upon acceptance of an offer of award, all other offers for that resource category and/or type will be considered withdrawn. Prospective offerors are cautioned to carefully consider the solicitations to which they respond.

SUMMARY

The Contractor shall:

1. Submit a quote in the Virtual Incident Procurement (VIPR) System (see E.1 52.212-1 Instructions to Offeror in Section E). A user guide is available at <http://www.fs.fed.us/business/incident/vendorsupport.php>.
2. 52.212-3, Offeror Representations and Certifications
-line, then a completed copy of this clause shall be submitted with the quote.
3. Register in or update information in CCR.

If you are new to Federal sector contracting or need other assistance with regards to placing a quote under this solicitation, contact your local Procurement Technical Assistance Center (PTAC). Locations of PTACs and other valuable information on contracting with the Government may be found at: <http://www.aptac-us.org/>

NOTE: *The Virtual Incident Procurement (VIPR) System will be used by the Forest Service for all pre-season incident procurements. In order to respond to solicitations issued through VIPR, Vendors must obtain Level 2 eAuthentication, which provides the ability to conduct official electronic business transactions via the internet. Additional information regarding eAuthentication can be obtained at: <http://www.fs.fed.us/business/incident/eauth.php> OR by contacting your local acquisition office: <http://www.fs.fed.us/business/incident/contacts.php#field>*

Schedule of Items

WATER HANDLING EQUIPMENT

Item No.	Item Description	Daily Rate
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Engine - Equipment ID			
<i>Identify specific information for each resource proposed. Attach additional sheets as necessary. Please ensure all pages are appropriately marked with the solicitation number and vendor name.</i>			
Engine, Type 3			
Make	Model	Year*	Serial or Vehicle Identification Number:
Gallons Hauled*: <input type="checkbox"/> 500-599 <input type="checkbox"/> 600-749 <input type="checkbox"/> 750-1500	Foam Proportioner System*: <input type="checkbox"/> Manually Regulated Proportioner <input type="checkbox"/> Automatic Regulating Proportioner	Pump Performance (pressure measured with a .716 diameter sharp edged orifice installed)*: <input type="checkbox"/> Acceptable (250 psi to 312 psi) <input type="checkbox"/> Good (312.5 psi to 374 psi) <input type="checkbox"/> Excellent (375 psi or more)	
All Wheel Drive: <input type="checkbox"/> Yes <input type="checkbox"/> No		CAFS: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Dispatch Location (<i>Identify the dispatch location (city/state) for each if different than</i>		City	State
Engine, Type 4			
Make	Model	Year*	Serial or Vehicle Identification Number:
Gallons Hauled*: <input type="checkbox"/> 750-850 <input type="checkbox"/> 851-999 <input type="checkbox"/> 1000-1500	Foam Proportioner System*: <input type="checkbox"/> Manually Regulated Proportioner <input type="checkbox"/> Automatic Regulating Proportioner	Pump Performance (pressure measured with a .520 diameter sharp edged orifice installed)*: <input type="checkbox"/> Acceptable (100 psi to 124 psi) <input type="checkbox"/> Good (125 psi to 149 psi) <input type="checkbox"/> Excellent (150 psi or more)	
All Wheel Drive: <input type="checkbox"/> Yes <input type="checkbox"/> No		CAFS: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Dispatch Location (<i>Identify the dispatch location (city/state) for each if different than</i>		City	State

ENGINES - CONTINUED ON NEXT PAGE.

Engine - Equipment ID - CONTINUED <i>Identify specific information for each resource proposed. Attach additional sheets as necessary. Please ensure all pages are appropriately marked with the solicitation number and vendor name.</i>			
Engine, Type 5			
Make	Model	Year*	Serial or Vehicle Identification Number:
Gallons Hauled*: <input type="checkbox"/> 400-500 <input type="checkbox"/> 501-625 <input type="checkbox"/> 626-749	Foam Proportioner System*: <input type="checkbox"/> Manually Regulated Proportioner <input type="checkbox"/> Automatic Regulating Proportioner		Pump Performance (pressure measured with a .520 diameter sharp edged orifice installed)*: <input type="checkbox"/> Acceptable (100 psi to 124 psi) <input type="checkbox"/> Good (125 psi to 149 psi) <input type="checkbox"/> Excellent (150 psi or more)
All Wheel Drive: <input type="checkbox"/> Yes <input type="checkbox"/> No		CAFS: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Dispatch Location (<i>Identify the dispatch location (city/state) for each if different than</i>		City	State
Engine, Type 6			

Water Tender (Tactical) - Equipment ID

Identify specific information for each resource proposed. Attach additional sheets as necessary. Please ensure all pages are appropriately marked with the solicitation number and vendor name.

Tactical Water Tender, Type 1

Make	Model	Year*	Serial or Vehicle Identification Number:
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Gallons Hauled*:	Foam Proportioner System*:	Suspension*:	
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☐ 2000-2499

☐ 2500+

☐ Manually Regulated Proportioner

☐ Automatic Regulating

Proportioner

☐ Air Bag

☐ Vocational Duty

Water Tender (Support) - Equipment ID			
<i>Identify specific information for each resource proposed. Attach additional sheets as necessary. Please ensure all pages are appropriately marked with the solicitation number and vendor name.</i>			
Support Water Tender, Type 1			
Make	Model	Year*	Serial or Vehicle Identification Number:
Gallons Hauled*: <input type="checkbox"/> 4000-4499 <input type="checkbox"/> 4500-4999 <input type="checkbox"/> 5000+	Spray Bar Configuration*: <input type="checkbox"/> Gravity Front or Rear <input type="checkbox"/> Gravity Front and Rear <input type="checkbox"/> Pressure Front or Rear <input type="checkbox"/> Pressure Front and Rear	Suspension*: <input type="checkbox"/> Air Bag <input type="checkbox"/> Vocational Duty	
Dispatch Location <i>(Identify the dispatch location)</i>		City	State
Support Water Tender, Type 2			
Make	Model	Year*	Serial or Vehicle Identification Number:
Gallons Hauled*: <input type="checkbox"/> 2500-2999 <input type="checkbox"/> 3000-3499 <input type="checkbox"/> 3500-3999	Spray Bar Configuration*: <input type="checkbox"/> Gravity Front or Rear <input type="checkbox"/> Gravity Front and Rear <input type="checkbox"/> Pressure Front or Rear <input type="checkbox"/> Pressure Front and Rear	Suspension*: <input type="checkbox"/> Air Bag <input type="checkbox"/> Vocational Duty	
Dispatch Location <i>(Identify the dispatch location)</i>		City	State
Support Water Tender, Type 3			
Make	Model	Year*	Serial or Vehicle Identification Number:
Gallons Hauled*: <input type="checkbox"/> 1000-1499 <input type="checkbox"/> 1500-1999 <input type="checkbox"/> 2000-2499	Spray Bar Configuration*: <input type="checkbox"/> Gravity Front or Rear <input type="checkbox"/> Gravity Front and Rear <input type="checkbox"/> Pressure Front or Rear <input type="checkbox"/> Pressure Front and Rear	Suspension*: <input type="checkbox"/> Single Rear Axle <input type="checkbox"/> Single Rear Axle With Interlock	
Dispatch Location <i>(Identify the dispatch location)</i>		City	State

* Indicates an attribute that will be given points, see D.6.2 and Exhibit J.

SECTION C

CONTRACT CLAUSES

C.1 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEP 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (FEB 2009) ([22 U.S.C. 7104\(g\)](#)).
___ Alternate I (AUG 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5)(Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) [52.204-11](#), American Recovery and Reinvestment Act Reporting Requirements (MAR 2009)(Pub. L. 111-5).
- ___ (5) [52.219-3](#), Notice of Total HUBZone Set-Aside (JAN 1999) ([15 U.S.C. 657a](#)). **CO to check if appropriate based on market research.**
- ___ (6) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (7) [Reserved]
- X (8)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (JUNE 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (OCT 1995) of [52.219-6](#).
- ___ (iii) Alternate II (MAR 2004) of [52.219-6](#).
- ___ (9)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (JUNE 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (OCT 1995) of [52.219-7](#).
- ___ (iii) Alternate II (MAR 2004) of [52.219-7](#).
- X (10) [52.219-8](#), Utilization of Small Business Concerns (MAY 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

- X (11)(i) [52.219-9](#), Small Business Subcontracting Plan (APR 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (OCT 2001) of [52.219-9](#).
- ___ (iii) Alternate II (OCT 2001) of [52.219-9](#).
- X (12) [52.219-14](#), Limitations on Subcontracting (DEC 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (13) [52.219-16](#), Liquidated Damages Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (14)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of [52.219-23](#).
- ___ (15) [52.219-25](#), Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (16) [52.219-26](#), Small Disadvantaged Business Participation Program Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (17) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) ([15 U.S.C. 657 f](#)). **CO to check if appropriate based on market research.**
- X (18) [52.219-28](#), Post Award Small Business Program Rerepresentation (APR 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X (19) [52.222-3](#), Convict Labor (JUNE 2003) (E.O. 11755).
- X (20) [52.222-19](#), Child Labor Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- X (21) [52.222-21](#), Prohibition of Segregated Facilities (FEB 1999).
- X (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (23) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) ([38 U.S.C. 4212](#)).
- X (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (JUN 1998) ([29 U.S.C. 793](#)).
- X (25) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) ([38 U.S.C. 4212](#)).
- X (26) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- X (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (28)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA Designated Items (MAY 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (30)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).

- ___ (31) [52.225-1](#), Buy American Act Supplies (FEB 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (32)(i) [52.225-3](#), Buy American Act Free Trade Agreements Israeli Trade Act (JUNE 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (JAN 2004) of [52.225-3](#).
- ___ (iii) Alternate II (JAN 2004) of [52.225-3](#).
- ___ (33) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (34) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUNE proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (35) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (36) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (37) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (38) [52.232-30](#), Installment Payments for Commercial Items (OCT 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (39) [52.232-33](#), Payment by Electronic Funds Transfer Central Contractor Registration (OCT 2003) ([31 U.S.C. 3332](#)).
- ___ (40) [52.232-34](#), Payment by Electronic Funds Transfer Other than Central Contractor Registration (MAY 1999) ([31 U.S.C. 3332](#)).
- ___ (41) [52.232-36](#), Payment by Third Party (MAY 1999) ([31 U.S.C. 3332](#)).
- ___ (42) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- ___ (43)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (APR 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X (1) [52.222-41](#), Service Contract Act of 1965 (NOV 2007) ([41 U.S.C. 351](#), *et seq.*).
- X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act Price Adjustment (SEP 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (NOV 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements (FEB 2009) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

— (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (SEPT 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (MAY 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (MAR 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (JUNE 1998) ([29 U.S.C. 793](#)).

- (vi) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (viii) [52.222-41](#), Service Contract Act of 1965 (NOV 2007) ([41 U.S.C. 351](#), *et seq.*).
- (ix) [52.222-50](#), Combating Trafficking in Persons (FEB 2009) ([22 U.S.C. 7104\(g\)](#)).
____Alternate I (AUG 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) ([41 U.S.C. 351](#), *et seq.*).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) ([41 U.S.C. 351](#), *et seq.*).
- (xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).
- (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

52.212-4	Contract Terms and Conditions	Commercial Items (MAR 2009)
52.236-7	Permits and Responsibilities	(NOV 1991)
52.245-1	Government Property	(JUN 2007)
52.223-1	Biobased Product Certification	(DEC 2007)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	(DEC 2007)

C.3 AGREEMENT AND PERFORMANCE PERIODS

C.3.1 AGREEMENT PERIOD

Estimated date of award is **XXXX**, 200**X**. The Agreement period is for three years from the date of award. An annual review will be conducted and at that time, Contractors will be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement will remain in effect.

It is estimated that the anticipated use period for resources within the **XXXX** Geographic area may fall between **Month, day** and **Month, day** of each year. Potential use outside this area or anticipated use period could occur at any time. Since the resource needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is

mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order.

C.3.2 START WORK

The Contractor shall provide availability status to the designated dispatch office within 10 days after award of the Agreement.

C.4 AUTHORIZED PERSONNEL TO PLACE ORDERS

Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers, and Purchasing Agents are authorized to place orders against this agreement. Orders must be placed in accordance with established ordering procedures as specified in National and Regional mobilization guides.

C.5 CLAIM SETTLEMENT AUTHORITY

For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

C.6 CHANGES TO AGREEMENTS

Changes to Agreements may only be made by the original signing procurement official or a designated successor contracting officer. If the original signing procurement official or designated successor contracting officer is not available and adjustments are deemed appropriate, an Emergency Equipment Rental Agreement (EERA) shall be executed at the incident and shall be applicable **only** for the duration of that incident. The EERA must include the name and location of the incident.

C.7 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and

agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

C.8 LOSS, DAMAGE, OR DESTRUCTION

(a) For equipment furnished under this agreement **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this agreement **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

C.9 FIREARM – WEAPON PROHIBITION - The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

C.10 HARRASSMENT FREE WORKPLACE

Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov/.

C.11 PRE-QUOTE MEETING (Optional)

(a) The Government is planning pre-quote meeting(s), during which potential quoters may obtain a better understanding of the work required.

(b) Quoters are encouraged to submit all questions in writing at least five (5) days prior to the conference.

(c) Quoters are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the quoter to seek clarification prior to submitting-a quote.

(d) The conference(s) will be held:

Location:

Date:

Time:

SECTION D

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

D.1 SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain water handling equipment (engines, support water tenders, and tactical water tenders) for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used in fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

Contractor personnel (engines/tactical water tenders) may be required to work away from their equipment and perform other incident duties.

D.2 EQUIPMENT

Equipment (vehicle, tank, pump, accessories, and equipment complement) shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

D.2.1 Contractor provided equipment:

D.2.1.1 Equipment Typing

are acceptable. If a Free Floating Baffle System is used the vendor must submit data

recommendation. All tanks shall comply with one (1) longitudinal baffle regardless of width and one (1) . All baffles must cover 75% of the plane of the tank.

- Pump:
The tank shall be attached to chassis frame or to a structurally sound flat bed in s

- (4) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).
- (5) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB. Earphones (headset) required with radio shall have built-in hearing protection.
- (6) HEAD LAMP: With batteries and attachment for hardhat.
- (7) FIRE SHELTER: New Generation Fire Shelter is required
- (8) FLAME RESISTANT CLOTHING (Shirt and Pants). A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must be certified to NFPA 1977.

NOTE: It is recommended that fireline personnel wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear should be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

D.2.1.2.1 Wildland Engines

- All type 6 engines shall have operational all-wheel/or multiple axle drive capability. Type 3, 4, and 5 engines, all-wheel/or multiple axle drive capability is optional.
- All Engines shall have pump and roll capabilities. The vehicle drive engine and drive train shall be arranged so that the pump can deliver at least its rated capacity or 20 GPM, whichever is less at a gauge pressure of 80 psi, while the fire apparatus is moving at 2 mph or less.
- Engines shall have chainsaws with a minimum of 18 inch guide bar and a 3.0 cubic inch size motor. A chainsaw kit is also required and shall have the following items: Chainsaw protective wrap around leg chaps that meet the current industry standards approved by OSHA, extra chain, srench, chain file, felling axe, felling wedge, and an OSHA approved fuel container for holding chainsaw engine fuel oil mixture and guide bar oil. The chainsaw may be used for mop-up operations, the clearing of access routes and emergency escape routes. The engine crew shall not perform as tree fallers.
- The Engine shall be equipped with a live reel with a minimum of 100 feet of non-collapsible (booster) hose with combination nozzle. Hose shall be connected to the water supply. The hose shall not be less than (3/4) inch INSIDE diameter. The 100 feet of hose specified here is in addition to the hose specified in the NWCG Fireline Handbook (Jan
- Engines shall be equipped with a single rapid shutoff valve that permits the attachment of a 1-1/2 inch hose.
- All Engines shall be equipped with a foam proportioner system.
- In addition to the requirements on the following table, all engines shall have the complements described in Exhibit M.

TYPE	MINIMUM STANDARDS WILDLAND ENGINES			
	3	4	5	6
REQUIREMENTS				
Tank Capacity (gallons)				
Minimum	500	750	400	150
Maximum	1500	1500	749	399
Pump Minimum Flow (gpm)	150	50	50	50
@ rated pressure (psi)	250	100	100	100
Hose (feet)				
1 1/2 inch	1000	300	300	300
1 inch	500	300	300	300
3/4 inch Garden Hose	300	300	300	300
	100	100	100	100
Pump and Roll	Yes	Yes	Yes	Yes
Foam Proportioner System	Yes	Yes	Yes	Yes
Maximum GVWR (lbs)	-	-	26,000	19,500
Personnel Required	3	3	3	3

D.2.1.2.1.1 Compressed Air Foam System (CAFS)

If Compressed Air Foam System (CAFS) is used, and documented on the shift ticket(s), the following amounts will be paid for the hours actually used:

Cubic Feet/Minute (CFM)	CAFS Allowance With Pump and Roll HOURLY RATE
35 - 50 CFM @ 150 PSI	\$25.00
51 - 85 CFM @ 150 PSI	\$41.00
86 - 120 CFM @ 175 PSI	\$55.00
121 - 200 CFM @ 175 PSI	\$69.00
201+ CFM @ 200 PSI	\$85.00

Criteria:

1. One GPM per one CFM MINIMUM water pump capacity at PSI rates required of the compressor.
2. Pump & Roll 86+ CFM and above must have deck mounted cannon with stacked tips or adjustable tips.
3. Pump & Roll equipment must be able to pump water and foam while moving.
4. CFM, GPM, PSI and foam flow gauges are required.
5. Must be capable of injection of foaming agent into the water line at variable controlled rates on discharge side of pump. (Be proportional)
6. System shall provide full foam delivery within 60 seconds after system is engaged.
7. Operator shall be experienced and knowledgeable of system operation, and be capable of demonstrating their ability to operate the system.
8. **Payment shall be for hours of actual use of the CAF System in addition to the daily rate for the engine.**

D.2.1.2.2 Wildland Water Tenders

- All three-axle water tenders shall have a GVWR and GAWR capable of handling 2500 gallons.
- located on the rear of the tank capable of dumping 90 % of the tanks contents into a standard folding tank. The valve shall be plumbed to allow the flow of water over any rear bumper protection into the folding tank.
- Tactical Water Tenders shall be equipped with a foam proportioner.
- A Tactical Water Tender could also be a Support Water Tender. If the vendor does have equipment that meets multiple resource categories, they will be required to submit a resource category form for each resource category they are offering.
- In addition to the requirements state in D.2.1.2.2.1 and D.2.1.2.2.2, all support and tactical tenders shall have the complements described in Exhibit M.

D.2.1.2.2.1 Support Water Tender

	MINIMUM STANDARDS SUPPORT WATER TENDERS		
TYPE	1	2	3
REQUIREMENTS			
Tank Capacity (gallons)			
Minimum	4000	2500	1000
Maximum	NONE	3999	2499
Pump Minimum Flow (gpm)	300	200	200
@ rated pressure (psi)	50	50	50
Spray Bar or Equivalent	Yes	Yes	Yes
Maximum Refill Time (minutes)	30	20	15
Drafting Capabilities MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS	Yes	Yes	Yes
Personnel (minimum)	1	1	1

Spray bar or equivalent that operates with a pump, PTO or gravity fed on front and/or rear of water tender

D.2.1.2.2.2 Tactical Water Tender

	MINIMUM STANDARDS TACTICAL WATER TENDERS	
TYPE	1	2
REQUIREMENTS		
Tank Capacity (gallons)		
Minimum	2000	1000
Maximum	NONE	1999
Pump Minimum Flow (gpm)	250	250
@ rated pressure (psi)	150	150
Hose (feet)		
	100	100
Spray Bar or Equivalent	Yes	Yes
Pump and Roll	Yes	Yes
Foam Proportioner System	Yes	Yes
Drafting Capabilities - MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS	Yes	Yes
Personnel (minimum)	2	2

Spray bar or equivalent that operates with a pump, PTO or gravity fed on front and/or rear of water tender

D.2.2 Transportation

All Engines and Tenders offered and used under this Agreement shall be licensed and legally operable on all roads. All Engines and Tenders with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; and b) Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23)

All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in this solicitation. All Engines and Tenders under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

Operators of any motor vehicle having a GVWR of 26,001 pounds or greater shall meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as

D.2.2.1.1 All engines and tactical water tenders shall have a full size spare tire with minimum of 4/32 tread and wheel securely (mounted to the vehicle). The spare tire shall be easily accessible.

D.2.2.2 Prohibited Marking

Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

D.2.2.3 Vehicle Identification

Every engine and tender shall
affixed to the vehicle. The company name and unique ID shall be on each side of the cab.

As required in part 390 of FMCSA, every vehicle with a GVWR greater than 10,000 lbs. shall be marked on both sides of the vehicle with the following:

- a.
- b. tion number preceded by US DOT

D.2.3 Programmable Radio: Engines and Water Tenders

Engine Contractors shall have a minimum of two radios (one shall be handheld) and Water Tender (Support and Tactical) Contractors shall have a minimum of one radio (the Tactical Water Tender shall have a minimum of one handheld).

The radio must be capable of operating in the frequency range of 148MHz to 174MHz in the analog wide band (25KHz) and narrow band (12.5KHz) modes. P25 (digital) compliant radios in the frequency range of 138MHz to 174MHz are suggested for new purchases. The contractor shall provide any software, hardware and knowledge needed to put the radio into service on any valid frequency and bandwidth assigned to the incident. The contractor shall provide any accessories needed to keep the radio in an operational condition, including batteries, for the length of the incident. Contractors shall be capable of programming incident frequencies into their radios. Modified or Family Service Radios (FSR) radios are strictly prohibited. A partial list of compatible radios is located at: <http://www.fireradios.net/>

Battery Requirements:

Two battery clamshells per radio at minimum. Clamshell 1.5V AA alkaline battery holders are suggested since a source of AC power can not be guaranteed and would have to be provided by the contractor to recharge other types of batteries.

The Contractor shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations when using Federal Agency frequencies and with all Federal Communications Commission (FCC) rules and regulations when using State Agency frequencies. The Contractor shall not use the fire fighting/incident frequencies for other than fire suppression activities. All Incident, Federal and State frequencies shall be removed prior to demobilization from the incident.

D.3 PERSONNEL REQUIREMENTS

All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).

Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations on federal jurisdictions, including execution of prescribed burns.

D.3.1 Training/Experience

Each person employed by the Contractor under this Agreement shall meet the following minimum requirements:

1. RT-130 Annual Fireline Refresher including fire shelter
2. All Tactical Water Tender and Engine personnel shall be trained in accordance with NWCG Wildland Fire Qualifications System Guide PMS 310-1 and qualifications carded in accordance with Exhibit N and Exhibit O, Training and Positions Qualifications Requirements. This does not apply to Support Water Tender personnel.
3. Commercial Drivers License, when required.
4. limitations.

The government reserves the right to verify training at any time for all operators.

D.3.1.1 Engine Staffing Requirements

Training requirements, in addition to D.3.1, are listed in Exhibit N and Exhibit O.

The Contractor shall furnish type 3-6 wildland fire engine(s), consisting of a crew of three (3) to include:

Number of Personnel	Title	Engine Types
1 ea	Single Resource Boss Engine (ENGB)	All Types
2 ea	Firefighter Types 1 or 2 (FFT1 or FFT2)	All Types

Additional crew members ordered at the time of dispatch will be compensated at the daily rate of \$300 each.

Standard staffing requirements for all engines are three (3) crew members as outlined in the table above. If two (2) crew members are ordered and documented on the resource order, Type 6 engine only, \$300 will be deducted from the daily rate.

D.3.1.2 Water Tender Staffing Requirement

The Contractor shall furnish wildland water tenders (**support**), consisting of one (1) person to include:

Number of Personnel	Title	Support Tender
1 ea	Support Water Tender Operator	All Types

The Contractor shall furnish wildland water tenders (**tactical**), consisting of two (2) personnel to include:

Number of Personnel	Title	Tactical Tender
1 ea	Firefighter Type 1	All Types
1 ea	Firefighter Types 1 or 2 (FFT1 or FFT2)	All Types

These personnel will meet the requirements of D.3.1 and Exhibit N.

D.3.2 ENGLISH SPEAKING REQUIREMENT

Communications between Contractor crew personnel and Government incident personnel is proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

D.4 EQUIPMENT RELIABILITY

The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

The Government reserves the right to conduct inspections at any time.

D.5 AVAILABILITY **CO: May modify accordingly**

The Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When contract resources are unavailable, the equipment will not be eligible for dispatch under the Agreement.

D.6 ORDERING PROTOCOL FOR RESOURCES

This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement.

The Contractor shall restrict calls to the host dispatch center. Dispatchers will not provide information, su
other contractors.

D.6.1 DISPATCH PRIORITY

Each host dispatch center will give dispatch priority to the resource offering the greatest advantage (See D.6.2) **before** all other private resources not under Agreement with the following exceptions:

- a. For initial attack, dispatchers locally available resources according to agency and incident needs. The priority dispatch ranking may not be used during initial attack and Contractor resources may or may not be used.
- b. Tribal preference policy established within reservation jurisdiction.
- c. Government normally will dispatch resources in accordance with this protocol; however, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement.

Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor resources in reserve as a contingency force in a non pay status when that resource is available.

D.6.2 RANKING OF AWARDED RESOURCES FOR DISPATCH PRIORITY **CO: May modify accordingly**

All resources on an awarded Agreement will be ranked on the dispatch priority list by **Host Dispatch Zone or Geographic Area**. Priority will be given to those small business concerns identified in Section B, Method of Award-Cascading Set-Aside Procedure. Within each small business program category, priority will be given as shown below.

Criteria have been developed for each category of equipment to assess the advantages for dispatch priority. Advantages will be given a point value. The total points for each piece of s are then divided by the price resulting in dispatch priority with highest total advantage per dollar being ranked highest on the dispatch list. The following is a list of the advantages and associated points for each equipment category. A complete breakdown can be found in Exhibit J.

Advantages

1. ENGINES

- | | | |
|----|---------------------------|---------------------|
| a. | Gallons Hauled | 230 possible points |
| b. | Pump Performance | 56 possible points |
| c. | Age | 30 possible points |
| d. | Foam Proportioner System* | 12 possible points |

2. **SUPPORT WATER TENDERS**

a.	Gallons Hauled	223 possible points
b.	Suspension*	56 possible points
c.	Age	33 possible points
d.	Spray Bar	16 possible points

3. **TACTICAL WATER TENDERS**

a.	Gallons Hauled	138 possible points
b.	Monitor	66 possible points
c.	Suspension*	66 possible points
d.	Age	26 possible points
e.	Spray Bar	20 possible points
f.	Foam Proportioner System*	12 possible points

* See **Exhibit A – Definitions and Abbreviations** for a description of foam proportioner systems and suspensions and **Exhibit J – Advantages** for points.

NOTE: For the above equipment there will be attributes identified on the dispatch priority list that may be required by the Government. As stated in the table above, some of these attributes are given points while others are not. If an attribute is specifically ordered by the Incident Management Team, a vendor that offers the attribute, or attributes, on their equipment shall be given preference for the order. The attributes are listed at the end of each resource category below and will be identified as “Attribute, not given points”, and “Attribute, given points”.

Engine

Attribute, not given points

- All Wheel Drive
- Compressed Air Foam System (CAFS)

Support Water Tender

Attribute, not given points

- All Wheel Drive

Tactical Water Tender

Attribute, not given points

- All Wheel Drive

Attribute, given points

- Monitor
- Foam Proportioner System

D.6.2.1 Tied Prices/CBA Scores

The following methodology will be used to break ties that result when determining the ranking for the dispatch priority list. Preference will be given to those small businesses that are also labor surplus area (LSA) concerns. Any ties remaining among LSA concerns will be resolved using programmatically driven random ranking within the VIPR system. This functionality will also be used to resolve any ties that occur among non-LSA concerns.

D.6.3 ORDERING PROCEDURES FOR RESOURCES

D.6.3.1 Following Agreement award, each host dispatch center will have an established dispatch priority list showing the resources located within their **Host Dispatch Zone or Geographic Area**. The Government intends to dispatch contractor resources based on this priority ranking for other than initial attack.

D.6.3.2 If all contractor resources on the dispatch priority list are depleted within the **Host Dispatch Zone or Geographic Area**, orders will be placed utilizing established dispatch procedures.

D.6.4 INFORMATION REQUIRED WHEN PLACING ORDERS.

D.6.4.1 At the time of acceptance of the assignment, the following information will be given to the Contractor:

- a. Resource Order Number.
- b. Incident Order Number and Name of Incident.
- c. Date and time to report to incident.
- d. Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.
- e. Incident contact phone number for further information.
- f. Fire Code/Funding Code

Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the contractor equipment, and the ETD and ETA from point of dispatch.

Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

D.6.5 DISPATCHING PROCEDURES

D.6.5.1 When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next resource on the dispatch priority list. Contractor shall check in at the assignment at the time agreed upon when dispatched.

D.6.5.2 The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time.

D.6.5.3 At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

D.6.6 EMERGENCY INCIDENT DRIVING

The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). The IIBMH
owing link:
<http://www.nwcg.gov/pms/pubs/IIBMH2/iibmh.pdf> The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

D.6.7 LENGTH OF ASSIGNMENTS & CREW CHANGE OUT

Work/rest guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest)).

To mitigate exceeding work/rest guidelines and manage the days of rest, the Government has the option to:

- a. Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest guidelines and must arrive at the incident fully rested. The Government will not pay transportation cost for replacement personnel.
- b. Release resources after a 14-day assignment.

remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

D.6.8 DEMOBILIZATION

The Incident Commander will determine the priority of demobilization.

D.6.9 RELEASE

Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

D.7 PROPERTY

D.7.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

D.7.1.1 Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

D.7.1.2 Contractor will be charged for Consumable Goods supplied by the Government and used by the resource while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the

If the Government provides a laundry service at the incident base camp, the Contractor may utilize the service at no cost.

D.10 CAMPSITE

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.5 Remain Overnight Allowance (RON)).

D.11 COMMISSARY

employees shall be permitted to use the commissary when one is available. Refer to D.21.8.3(e).

D.12 TIMEKEEPING

Refer to D.21.9.2.

D.13 CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operator(s) for this Agreement.

D.14 FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.14.1 The contractor is financially responsible for employee medical expenses and coverage. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

D.14.2 Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

D.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting areas including belly pans, guards and coverings must be washed to alleviate the spread of noxious weed seeds and to protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment. While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of

commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

D.16 PRE-SEASON INSPECTIONS

The Government may perform inspections of equipment. Inspection of personnel qualifications may -inspection will be allowed. Copies of the inspection reports will be distributed by the inspection team to the CO and the Contractor. Information on the equipment advantages collected during the inspection will be used for the process of ranking the equipment on the dispatch priority list. These inspections are necessary for the Government to determine Agreement compliance and all associated costs are considered incidental costs to the Contractor, and will not be paid by the Government. Copies of the equipment inspection checklists are in Exhibit M. The Government reserves the right to inspect the equipment at any time after award.

D.16.1 Equipment Weight. At the time of inspection, engines and water tenders may be weighed empty and may be weighed fully loaded and fully equipped without personnel and their gear. Two hundred and seventy pounds (270 pounds), which includes appropriate gear, shall be added for each crew person. Contractor equipment shall not exceed or GAWR when fully loaded and ready for operation: fuel, water, personnel, and equipment.

D.16.2 The Agency designated inspector may consider an engine or water tender with a current Commercial Vehicle Safety Alliance (CVSA) inspection as passing the mechanical portion of the initial equipment inspection. This provision does not preclude an agency designated inspector from performing the complete mechanical portion of the initial inspection if the inspector determines the complete mechanical inspection is required to confirm vehicle meets all requirements/specifications.

D.16.3 Schedules. If an inspection is performed schedules will be made available to the Contractor. The Contractor is responsible for ensuring that each resource is inspected in a timely manner. The Contractor is responsible for any fees required to pass inspection. The checklists to be used for contractor equipment inspections are shown in Exhibit M. Inspection of equipment and personnel records may occur concurrently, or be scheduled at different times. Re-inspections shall be scheduled during regularly scheduled inspection periods. Contractor equipment and personnel records may be re-inspected at any designated inspection location within the Geographic Area.

The following locations will be inspection sites: **CO: May modify accordingly, include information for your geographic area's inspection schedules, process, etc.**

D.16.4 The Contractor shall maintain and make available upon request to the Government the following documents, if required (see D.3.1 and Exhibit N for a more comprehensive list):

- a. Completed Individual Employee Training Verification Forms for each firefighter.
- b. Formal training certificates for each required course, including annual Fireline Safety Refresher Training (RT-130) training.

- c. Completed performance task books for each position the person is qualified to perform.
- d. Documentation which validates experience.
- e. Work Capacity Fitness test record for current year.

and medical card for over 10001 lbs.

D.16.5 When submitting equipment for inspection, the Contractor shall have equipment fully equipped ready to fight fire and bring the following documentation:

- a. Annual Department of Transportation Inspection or CVSA Reports
- b. Proof of insurance
- c. Current vehicle registration
- d. Manufacturers certification of GVWR and GAWR affixed to the vehicle or certification from a Final Stage Manufacturer. A line sheet from the Manufacturer with VIN number along with GVWR and GAWR is acceptable
- e. Current (within 1 year) certified fully loaded weight receipt
- f. After market certification may be required for equipment that has been extensively modified from its original condition. The form is in Exhibit M.

D.17 INCIDENT PRE-USE INSPECTION

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections utilizing form OF- the Agreement requirements. The Contractor shall provide proof of insurance (cab card) and a current vehicle registration.

If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re- Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

D.17.1 INSPECTION REPORTS. Copies of the incident inspection reports and related documentation shall be distributed as follows:

- a. The original shall remain with the fire documents on Host Unit.
- b. A duplicate copy given to the Contractor.

- c. A duplicate copy shall be forwarded to the CO for all non-compliant resources.

D.18 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-

See D.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

D.18.1 UNDERSTRENGTH ENGINE CREWS

After acceptance at the incident, the Government may elect to keep a resource (engine) that falls below three crewmembers. If the resource complement falls below the agreed upon staffing (as agreed to at the time of dispatch and documented on the resource order) the contractor equipment is noncompliant. If the Contractor agrees to add additional crew members to bring the contractor equipment up to the Agreement standard of 3 people, compliance shall be met within 24 hours or the time frame designated by Government representatives at the incident. Travel time to the incident will not be paid for additional crew.

transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

D.19.1 INCIDENT BEHAVIOR

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment.

Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an

is used as the basis for employment decisions affecting such individual, or (3) such conduct has the an intimidating, hostile, or offensive working environment.

D.20 PERFORMANCE EVALUATIONS

The Contractor's performance will be documented on the Standard Contractor Performance Report (Exhibit E) which will be completed at the incident by the government representative supervising the work. This form is the only performance evaluation form that will be accepted signature shall be legible or printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative shall complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. A copy of the evaluation form(s) will be given to the Contractor at the incident, one forwarded to the CO, and one copy retained in the Host unit incident file.

The evaluation will be input into the National Institutes of Health (NIH) Contractor Performance System (CPS) and will be used in past performance evaluations for future procurements and to monitor performance throughout the agreement year. Contractors must register in CPS, at <http://cps.od.nih.gov>.

ing will also enable you to review and respond to your performance evaluations.

D.21 PAYMENTS

Payments will be made in accordance with D.21.8.

When equipment is ordered for severity assignments, the following payment will be made:

Table D.21

SEVERITY RATES

Severity is paid at 75% of the daily rate for 10 hours or less, excluding meal breaks. For greater than 10 hours, including travel time, the full daily rate applies.

If a resource is mobilized to an incident within the 10 hour severity period the payment will revert to the full daily rate. If the mobilization occurs outside the 10 hour severity period they will be released from their severity assignment and the suppression rates will be applied under the first and last day language of the Agreement. In no case shall the daily rate be exceeded.

Severity assignments are at the discretion of the Contractor to accept or reject. Rejecting a severity assignment will not effect placement on the priority list or preclude a Contractor from being offered a suppression assignment at full daily rate.

Severity assignments often are not associated with a formal incident base camp or have meals and lodging provided. If a base camp is not established, RON (see D.21.5) may or may not be authorized

D.21.1 BRIEFINGS

All operators shall attend operational period briefings. This is included in the daily rate.

D.21.2 WITHDRAWAL OF RESOURCE(S)

Refer to D.21.8.3(b).

D.21.3 REPAIRS

Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$75 per hour, plus parts and will be deducted from payment to the contractor.

D.21.4 OPERATING SUPPLIES.

Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

D.21.5 REMAIN OVERNIGHT ALLOWANCE (RON)

This is not applicable to travel to and from the incident. Contractors are not paid per diem or lodging expenses to and from incidents.

When the Government cannot provide a campsite or meals, and if pre-approved by the user unit and properly receipted and invoiced, actual lodging expenses incurred by Contractors providing services under an Agreement whether for severity or incident responses are reimbursable. Food and drink would be based on maximum CONUS per diem rates minus any Government-provided meals. The maximum allowable rates, excluding taxes, are referenced in the Continental United States (CONUS) rates in the Federal Travel Regulations (FTR). The standard CONUS single

occupancy lodging rate is referenced in CONUS. Double occupancy of hotel rooms may be required. Any associated lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

The maximum RON that shall be allowed is based on the number of crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice. Documentation of authorization shall be included.

D.21.6 FOOD & DRINK

Contractors are required to provide sufficient food & drink to support their employee(s) while in travel status and the first shift of the incident. This is not reimbursed by the Government.

After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

D.21.7 ORDER CANCELLATION

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

D.21.8 PAYMENTS

The host agency for each incident is responsible for payments. The payment office will be designated in block 9 on the Emergency Equipment Use Invoice, Form OF-286. See Exhibit B for complete agency payment office information.

The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

D.21.8.1 Rates of Payments - Payment will be at rates specified and, except as provided in D.21.8.3, shall be in accordance with the following:

- a. **Double Shift** equipment is staffed with two operators or crews (one per shift). There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.
- b. **Daily Rate** - Payment will be made on basis of calendar days (0001 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

D.21.8.2 Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.

D.21.8.3 Exceptions:

- a. No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.
- b. If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.
- c. After inspection and acceptance for use, resources that cannot be replaced or be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above, except that the Government will bear all costs of returning resources and/or operator(s) to the point of hire as promptly as emergency conditions will allow.
- d. No payment will accrue when the contractor is off shift in compliance with the mandatory Assignmen
- e. Deductions Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

D.21.8.4. Engine Crew Downgrade or Rejection

If contractor equipment reports to an incident without three members, the contractor equipment is noncompliant and will not be accepted. If a member becomes unable to work after acceptance at an incident and the incident requests the contractor equipment remain at the incident, the payment will be reduced by \$300 per shift unless the member unable to work is the Engine Crew Boss (ENGB), at which time the contractor equipment shall be rejected as non-compliant.

D.21.9 INVOICING PROCESS

D.21.9.1 The resource shall have two copies of the Agreement with the resource order information for the assigned incident.

D.21.9.2 After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be on an Emergency Equipment Shift Ticket (OF-297) (Exhibit G). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each

D.21.9.3 The Finance Unit or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-

SECTION E

SOLICITATIONS PROVISIONS

E.1 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS. (JUNE 2008) (Tailored)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).

(b) *Submission of offers.* Submit a quote in the Virtual Incident Procurement (VIPR) System at or before the exact time specified in this solicitation. Offers must also include:

- (1) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(l) for those representations and certifications that the offeror shall complete electronically);
- (2) Acknowledgment of Solicitation Amendments; and
- (3) Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no cost to the Government, including the cost of the request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Not applicable.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for

award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to

the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate

Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves

the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100

Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the

minimum requirements stated in the specifications and has acceptable past performance.

Past performance is a measure of the degree to which the customer(s) has been satisfied in the past, and complied with Federal, state, and local laws and regulations and will be based on evaluations received for the quoter on incidents and other related experience within the past 36 months.

A neutral rating will be given to Quoters with no past performance data.

2. Reasonable Price. The quoted price will be evaluated for reasonableness in accordance with the Federal Acquisition Regulations. Price is not the determining factor for award, but rather, a factor for consideration

B. **Notice of Award.** The notice of award will be electronically mailed to the

E.3 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision--

means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

means all work or service

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

-disabled veteran-

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

-own means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- means a small business concern --
(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c) (6) and (c) (7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50

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business conceunde fon

251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246*

(1) Previous contracts and compliance. The offeror represents that

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act -- Free Trade Agreements -- Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced,

Peruvia

entitled

--Free Trade Agreements

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end pr
Free Trade Agreements

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation
Free Trade Agreements I list
as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as

Free Trade

Agreements Israeli Tra

Canadian End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or

Free Trade Agreements

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the

restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Products:

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent [31 U.S.C. 7701\(c\)\(3\)](#). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR [9.108](#)).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

Alternate I (Apr 2002). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated

States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The

register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart _____ refers to the address of the small disadvantaged business concern that is participating in the joint venture.